



SAN FRANCISQUITO CREEK  
JOINT POWERS AUTHORITY  
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**Notice of Regular Meeting of the  
BOARD OF DIRECTORS  
Palo Alto City Hall Community Room, 1<sup>st</sup> Floor  
250 Hamilton Avenue, Palo Alto, California  
December 17, 2015 at 4:00 p.m.**

AGENDA

- 1) ROLL CALL
- 2) APPROVAL OF AGENDA
- 3) APPROVAL OF MEETING MINUTES – November 19, 2015 Board meeting
- 4) PUBLIC COMMENT – *Individuals may speak on any topic for up to three minutes; during any other Agenda item, individuals may speak for up to three minutes on the subject of that item.*
- 5) REGULAR BUSINESS – Executive Director's Report
  - a) Reducing flood risk and improving emergency response coordination this winter
  - b) Authorize the Executive Director to enter into an agreement to become a Party to the San Francisquito Creek Multi-Agency Coordination Operational Plan and Assistance Agreement
  - c) S.F. Bay-Highway 101 project construction planning
  - d) Authorize the Executive Director to execute Amendment #5 to the S.F. Bay-Highway 101 project design contract with HDR, Inc.
  - e) Approve the 2016 schedule and start time of Regular meetings of the Board of Directors
  - f) Board of Directors organizational decisions planned for the Board meeting in January 2016
- 6) CLOSED SESSION – Executive Director Performance Evaluation  
Pursuant to Government Code Section 54957
- 7) CLOSED SESSION – Conference with Labor Negotiators  
Pursuant to Government Code Section 54957.6  
Authority Designated Representatives: Pat Burt and Ruben Abrica  
Unrepresented Employee: Executive Director
- 8) ADJOURNMENT

PLEASE NOTE: This Board meeting Agenda can be viewed online by 4:00 p.m. on December 14, 2015 at [sfcjpa.org](http://sfcjpa.org) -- click on the "Meetings" tab near the top. Supporting documents related to the Agenda items listed above will be available at the same online location by 5:00 p.m. on December 15, 2015.

**NEXT MEETING:** Regular Board meeting, January 28, 2016 at 4:00 p.m., Menlo Park City Council Chambers.

**San Francisquito Creek Joint Powers Authority**  
**December 17, 2015 Regular Board Meeting**  
**Agenda Item 3**  
**November 19, 2015 Regular Board Meeting Minutes**

Director Pine called the meeting to order at 4:05 p.m. at the City of East Palo City Council Chambers, East Palo Alto, CA.

**DRAFT**

**1) ROLL CALL**

Members Present: Director Pine, San Mateo County Flood Control District  
Director Abrica, City of East Palo Alto  
Director Burt, City of Palo Alto

Alternates Present: Catherine Carlton, City of Menlo Park  
Nai Hsueh, Santa Clara Valley Water District

Members Absent: Director Keith, City of Menlo Park  
Director Kremen, Santa Clara Valley Water District

JPA Staff Present: Len Materman, Executive Director  
Kevin Murray, Staff  
Miyko Harris-Parker, Staff

Legal Present: Greg Stepanicich

Others Present: Jim Wiley, Menlo Park resident; Joe Teresi, City of Palo Alto; Ken Dueker, City of Palo Alto, Ann Stillman, San Mateo County Flood Control District; Saied Hossessiani, Santa Clara Valley Water District Kamal Fallaha, City of East Palo Alto; Eileen McLaughlin, Citizens Committee to Complete the Refuge (CCCR), Meada Okelo, East Palo Alto resident

**2) APPROVAL OF AGENDA**

Director Burt made a motion to approve the agenda. Director Abrica seconded. Agenda approved 4-0. Director Carlton not present at time of approval. Chairperson Keith and Director Kremen absent.

**3) APPROVAL OF MEETING MINUTES-October 22, 2015 Board Meeting**

Director Burt made a motion to approve the October 22, 2015 Board meeting minutes. Director Abrica seconded. October 22, 2015 Board Meeting Minutes approved 4-0. Director Carlton not present at time of approval. Chairperson Keith and Director Kremen absent.

**4) PUBLIC COMMENT**

Jim Wiley, Menlo Park resident, asked the Board and staff for updates regarding the Wunderlich rain gauge, whether East Palo Alto's new wooden floodwall along Woodland Avenue upstream of University Avenue is higher than the Palo Alto side, and he reported a bike in the creek downstream of the University Avenue bridge on the Palo Alto side. Mr. Materman responded saying staff will follow up with the consultant in regards to the rain gauge and that there would be a discussion on the new floodwall during the next agenda item. Mr. Murray noted that the City of Palo Alto staff will be notified regarding the bike in the creek.

Meada Okelo, East Palo Alto resident, asked the Board to consider scheduling their Board meetings at a time more convenient for the public. Director Pine directed staff to agendize a discussion of Board meeting start times at the next Board meeting.

**San Francisquito Creek Joint Powers Authority**  
**December 17, 2015 Regular Board Meeting**  
**Agenda Item 3**  
**November 19, 2015 Regular Board Meeting Minutes**

**5) REGULAR BUSINESS**

Reducing Flood risk along the Creek this winter

Mr. Materman provided an update on the activities planned for reducing flood risk along the creek this winter. Mr. Materman noted that following the discussion at the last Board meeting, an additional 4,000 copies of the bi-lingual winter preparedness mailers were printed by the Santa Clara Valley Water District and will soon be mailed to renters in the three cities.

Director Carlton arrived at 4:17 pm.

Kamal Fallaha, City of East Palo Alto, provided a summary of the work completed by the City of East Palo Alto to increase the bank height on Woodland Avenue between University and Manhattan.

Joe Teresi, City of Palo Alto, addressed Mr. Wiley's comment regarding the floodwall being higher on the East Palo Alto side of creek saying that each side of the creek was surveyed and as a result of the work done on the East Palo Alto side of the Creek on Woodland Avenue and downstream of Highway 101, the City of Palo Alto will be doing work on the Palo Alto side so that both sides are equal.

Director Abrica assured the Board and the public that the City of East Palo Alto is committed to ensuring that all work done on the creek equally protects both sides of the creek and that the recent work done on the East Palo Alto side of the creek was not intentionally built to be higher than Palo Alto.

Ken Dueker, City of Palo Alto emergency services director, provided a brief summary of the upcoming the December 4 workshop/tabletop exercise of a flood scenario, and a brief update on the San Francisquito Creek Multi-Agency Coordination (SFCMAC) process, which is now being finalized and is expected to be brought to City Councils in December.

S.F. Bay-Highway 101 project construction planning

Mr. Materman provided an update on the Bay-Highway 101 construction project permit status. Mr. Materman thanked Congresswomen Anna Eshoo and Jackie Speiers for their assistance, which has helped the SFCJPA make progress with federal agencies.

Approve S.F. Bay-Highway 101 Project Construction Management Agreement

Mr. Materman provided a brief background summary of the S.F. Bay-Highway 101 project Construction Management Agreement. Mr. Materman noted that the CA Department of Water Resources has recommended that the SFCJPA be awarded a new grant of just over \$1 million dollars for project construction. Mr. Materman asked the Board to approve the S.F. Bay-Highway 101 project Construction Management Agreement.

Director Carlton asked when the project is expected to be completed. Mr. Materman responded saying that the SCVWD staff anticipates an estimated project completion date of late 2017 if the contractor is able to start working in May once all of the permits are complete.

Director Hsueh made a motion to approve the S.F. Bay-Highway 101 Project Construction Management Agreement. Director Carlton seconded.

S.F. Bay-Highway 101 Project Construction Management Agreement Approved 5-0.  
Directors Keith and Kremen not present.

**San Francisquito Creek Joint Powers Authority**  
**December 17, 2015 Regular Board Meeting**  
**Agenda Item 3**  
**November 19, 2015 Regular Board Meeting Minutes**

**6) Closed Session – Conference with Legal Counsel-Existing Litigation**

Petition for review and reconsideration of the Conditional Clean Water Act Section 401 Water Quality Certification Issued for the San Francisquito Creek Flood Reduction, Ecosystem Restoration and Recreation Project, San Francisco Bay to Highway 101, filed by the San Francisquito Creek Joint Powers Authority.

Director Hsueh notified the Board that she will participate in Agenda item 6 only during the closed session.

Director Hsueh left at 5:06 PM.

Director Pine reconvened to open session at 6:06 pm.

Greg Stepanicich, SFCJPA Legal Counsel, reported out that the Board voted to withdraw the SFCJPA's petition for review and reconsideration of the Conditional Clean Water Act Section 401 Water Quality Certification issued for the San Francisquito Creek Flood Reduction, Ecosystem Restoration and Recreation Project, San Francisco Bay-Highway 101 in a vote of 5-0. Directors Keith and Kremen not present.

**7) Closed Session – Executive Director Performance Evaluation pursuant to Government Code Section 54957**

No reportable action.

**8) Closed Session – Conference with Labor Negotiators Pursuant to Government Code Section 54957.6**

Authority Designated Representatives: Pat Burt and Ruben Abrica  
Unpresented Employee: Executive Director

No reportable action.

**9) ADJOURNMENT**

Director Pine adjourned the meeting at 6:06 p.m.

Minutes Prepared by Clerk of the Board: Miyko Harris-Parker.

**San Francisquito Creek Joint Powers Authority**  
**December 17, 2015 Board Meeting**  
**Agenda Item 5**  
**Executive Director's Report**

With the help of Kevin Murray and Miyko Harris-Parker, I am pleased to submit the following:

**a. Reducing flood risk and improving emergency response coordination this winter**

The extremely lengthy and difficult regulatory permitting process to begin construction of the S.F. Bay-Highway 101 flood protection and ecosystem restoration project has delayed that project as well as the planning and design of upstream projects. Given the increasing likelihood that we will soon experience the effects of a strong El Niño, at every Board meeting since July we have discussed the coordinated actions of local agencies to reduce the flood risk by removing debris in the channel and raising or repairing the top of creek banks in areas that previously flooded. We have also discussed the work by the SFCJPA and City of Palo Alto to create a new Flood Early Warning System, and the coordinated work by all local agencies to improve emergency response and public outreach. At this Board meeting, we will focus on the activities that have taken place since the last SFCJPA Board meeting on November 19, including:

- work by East Palo Alto downstream of Highway 101 to raise the elevation of the top of an old levee that creek flow overtopped and seeped through in December 2012, and work by Palo Alto in that area to match the East Palo Alto side;
- the progress of the San Francisquito Creek Multi-Agency Coordination effort to enhance communication and coordination among agencies during a storm event; and
- community meetings in Palo Alto on November 19, in East Palo Alto on December 10, and on December 17 following this Board meeting at 7:00 p.m. in Menlo Park's City Council Chambers.

As part of this agenda item, I have asked Karl Matzke, Mass Care Chief of the Silicon Valley Chapter of the American Red Cross to discuss the plans and roles of the Red Cross and local agencies during and after a disaster in terms of shelters and evacuation centers, and the process for local agencies to engage the Red Cross. Also as part of this item, Palo Alto Emergency Services Director Ken Deuker will update the Board on the outcomes of the December 4 emergency response tabletop exercise and the San Francisquito Creek Multi-Agency Coordination (SFC MAC) effort.

**b. Authorize the Executive Director to enter into an agreement to become a Party to the San Francisquito Creek Multi-Agency Coordination Operational Plan and Assistance Agreement**

Over the course of the past five months of Board meeting discussions on winter storm preparedness, we have frequently discussed the San Francisquito Creek Multi-Agency Coordination effort to improve emergency response coordination. This process, which has involved staff from all SFCJPA member agencies as well as the Menlo Park Fire Protection District, Santa Clara County, and Stanford University, has led to the development of an Operational Plan and Assistance Agreement that documents the roles and responsibilities of all of the agencies before, during and after a flood. As described in the enclosed Operational Plan and Agreement, and as we will discuss at the Board meeting, the SFCJPA has a primary role (with several other agencies) for mitigation and creek monitoring, it has some primary responsibility for information coordination during and after an event, and otherwise it has secondary or no responsibility.

This agenda item seeks Board authorization for the Executive Director to enter into the enclosed Agreement with the agencies listed above upon final review by the parties, including the SFCJPA General Counsel.

Proposed Board Action: Authorize the Executive Director to enter into an agreement to become a Party to the San Francisquito Creek Multi-Agency Coordination Operational Plan and Assistance Agreement (enclosed) upon final approval of the Executive Director and General Counsel.

**San Francisquito Creek Joint Powers Authority**  
**December 17, 2015 Board Meeting**  
**Agenda Item 5**  
**Executive Director's Report**

**c. S.F. Bay-Highway 101 Project construction planning**

At Board meetings for the past few years we have discussed our efforts to prepare for construction that will improve public safety and recreation, and increase marsh habitat, between S.F. Bay and Highway 101. At this Board meeting, we will provide an update on our efforts, conducted with substantial assistance from Santa Clara Valley Water District (SCVWD) staff. Since the last Board meeting, these activities include:

- Providing updates and clarifications to information previously provided to the Corps of Engineers, National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS). We have been told to expect that NMFS and USFWS will complete their Biological Opinions for the Corps permit before the end of December.
- Providing clarifications to an updated permit application sent to the Bay Conservation and Development Commission (BCDC) in October. This permit was updated to reflect the new features requested by the other regulatory agencies, and it is required for the Corps to issue its permit.
- Providing an updated project description that reflects the new features to the California Department of Fish and Wildlife, from which we expect to receive the draft permit in December.

**d. Authorize the Executive Director to execute Amendment #5 to the S.F. Bay-Highway 101 project design contract with HDR, Inc.**

As a result of changes to the Project to address conditions of regulatory permits and other requirements, the engineering firm (HDR, Inc.) hired by the SFCJPA to design the Project must modify the draft 100% project design to reflect:

- 1) The removal of gas lines to be abandoned as a result of the project or previously abandoned by PG&E;
- 2) New features within the channel requested by NMFS to aid the migration of steelhead;
- 3) The installation of a pipe to provide recycled water to project plantings and to East Palo Alto;
- 4) The relocation of a portion of floodwall near the auto body shop in Palo Alto;
- 5) Updated hydraulic modeling and water surface elevation resulting from these changes; and
- 6) Project management to oversee this work.

The cost to include these new elements in the design will not exceed \$151,694. The SFCJPA will utilize grant funding from the State of California to cover the costs of these additional design elements, so no amendment to the existing local funding agreements is needed to execute the consultant amendment with HDR. The draft Amendment #5 is enclosed with this Board packet.

Proposed Board Action: Authorize the Executive Director to execute Amendment #5 to the S.F. Bay-Highway 101 project design contract with HDR, Inc. upon final approval of the Executive Director and General Counsel.

**e. Approve the 2016 schedule and start time of Regular meetings of the Board of Directors**

Enclosed with this Report is a draft 2016 schedule of SFCJPA Regular Board meetings following the same rotation between the city council chambers of Menlo Park, East Palo Alto and Palo Alto. This schedule proposes to maintain our meeting start time of 4:00 p.m. on the fourth Thursday of each month, except in November and December because of the holidays that fall on the fourth Thursday or shortly thereafter.

Proposed Board Action: Approve the enclosed schedule and start time of Regular Board meetings in 2016.

**San Francisquito Creek Joint Powers Authority**  
**December 17, 2015 Board Meeting**  
**Agenda Item 5**  
**Executive Director's Report**

**f. Board of Directors organizational decisions planned for the Board meeting in January 2016**

This agenda item is to remind the Board and public that the first meeting of the calendar year has been a time for Board members to fill officer positions and positions on Board committees. The position of Chair and Vice Chair has historically been a two-year term, and in January 2014, Kirsten Keith began serving as Chair and in January 2015 Dave Pine took over as Vice Chair.

Board service on committees has been a one-year renewable term, and thus committee assignments should be reaffirmed or changed at the next Board meeting. In 2015, committees included the following Board members.

Committee and membership

Finance: Kirsten Keith and Dave Pine

Personnel: Pat Burt and Ruben Abrica

Emergency Preparedness: Ruben Abrica and Gary Kremen

Purposes, Roles and Responsibilities: Full Board

The role of the Finance Committee is to hear, comment on, and then present to the full Board the annual operating budget and audit. The role of the Personnel Committee is to initiate, and act as the SFCJPA representatives for, the review of the Executive Director. The role of the Emergency Preparedness Committee is to provide direction on this issue and bring related items to the full Board, and the Purposes, Roles and Responsibilities Committee recommends changes to the agency's founding Joint Powers Agreement.

This agenda item at this time is informational only, as Board action on selecting a Chair, Vice Chair, and membership on committees is expected to occur at the January 28, 2016 meeting.

Submitted by:



Len Materman  
Executive Director

# Agenda Item 5.b.

San Francisquito Creek

Multi-Agency Coordination

Operational Plan, Agreement, and Signature Page



San Francisquito Creek  
Multi-Agency Coordination  
(SFC MAC)  
Operational Plan for  
**Severe Storm and Flood Response**



*Document Subject to  
Change without Notice*

**Authorized Distribution:**  
*Unrestricted*

**Revision: December 14, 2015**

**Contact:**  
City of Palo Alto Office Emergency Services (OES)  
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# Contents

1.	Introduction .....	1
	A. Stakeholders .....	1
	B. Purpose of the San Francisquito Creek (SFC) MAC Operational Plan.....	1
	C. Intention of the organization and protocols noted in the SFC MAC Operational Plan .....	1
	D. Focus Area(s) of the SFC MAC Operational Plan .....	2
	E. Limitation of this MAC Operational Plan .....	3
	F. Definition of a MAC Group.....	3
	G. Agency Responsibilities for this Plan .....	5
	H. Relationship to other Plans .....	7
	I. Maintenance of the MAC Operational Plan.....	7
	J. Training on the MAC Operational Plan.....	8
	K. Use of the MAC Operational Plan.....	8
2.	Concept of Operations .....	9
	A. Facilities .....	9
	B. Equipment and Tools.....	10
	C. Personnel .....	10
	D. Personnel Contact Information .....	11
	E. Procedures .....	12
	F. Communications.....	12
3.	Mobilization of the SFC MAC.....	13
	A. Progressive Triggers .....	13
	B. Stakeholder Notification.....	15
	C. Reciprocal Notification.....	15
	D. Public Warning .....	15
4.	SFC MAC Objectives and Functions.....	16
	A. Objectives.....	16
	B. Functions.....	16
	C. Progression.....	19
	Attachment One: .....	23
	SFC MAC Roster .....	23
	Attachment Two: .....	25
	Common Messages .....	25
	A. Considerations .....	25

B: Tools.....	25
C: Message Themes.....	25
D. Message Graphics .....	26
E. Text Messaging .....	26
F. Pre-Incident Messages .....	27

# 1. Introduction

## A. Stakeholders

The following entities are the primary members, or Stakeholders, in this Multi-Agency Coordination (MAC) Operational Plan, which outlines how to form a MAC Group focused on a common response to the San Francisquito Creek that historically has impacted each member. (Other agencies/entities may be involved and included in future revisions.)

- City of East Palo Alto
- City of Menlo Park
- City of Palo Alto
- County of San Mateo
- County of Santa Clara
- Menlo Park Fire Protection District
- Santa Clara Valley Water District (SCVWD)
- San Francisquito Creek Joint Powers Authority (SFCJPA)
- Stanford University

Note: In Santa Clara County, the SCVWD is the flood control agency. San Mateo County Public Works is the flood control agency for San Mateo County.

## B. Purpose of the San Francisquito Creek (SFC) MAC Operational Plan

This Plan is designed to establish a MAC Group to facilitate:

1. Pre-incident planning prior to a storm/flood event,
2. Coordinate the stakeholders' interagency response and recovery operations, and
3. Collaborate on public messaging.

## C. Intention of the organization and protocols noted in the SFC MAC Operational Plan

This Plan provides guidance on how to staff and organize a MAC Group, and collaborate on response to potential, imminent, and actual flooding along the San Francisquito Creek. To accomplish this, the intent of the plan is to provide:

1. Overarching guidance on how and when to activate a MAC for coordination purposes,
2. Suggested levels of activation of the MAC Group,
3. Suggested participants in each level of MAC activation and their decision authority,
4. Means and methods of collaborative planning, preparedness, and response activities, and

5. A document that will change over time, from experience and updates post incident.

In the end this Operational Plan describes MAC mobilization procedures for maximum utilization of all available resources during a severe storm or flood that present a risk to public safety or where disruption of transportation, utilities or other services or infrastructure is anticipated or occurs.

"Severe weather" includes situations of extreme temperatures or atypical atmospheric phenomena (tornados, etc.).

#### **D. Focus Area(s) of the SFC MAC Operational Plan**

The geographical focus of this Plan is the San Francisquito Creek (SFC), due to repeated problems and challenges along its banks, but is generally applicable to all lands of all member jurisdictions.

The MAC will need to consider other risks and byproducts of such severe weather events that could include:

- Flooding: known flood zones; flash floods
- Transportation and Roads: blocked roads (trees down, wires down, water, debris)
- Traffic Control: signals out, flooded areas
- Mudslides/Landslides: especially in the Foothills
- Communications: loss of telephone, internet, and other systems
- Utilities: electrical, telephone, internet, others
- Public Health: mold, disease, etc., particularly after a storm/flood; failure/impairment of wastewater treatment (sewage) or drinking water supply systems
- Evacuation and Shelters: instructing community members on which routes to take and where to go for aid (Red Cross, etc.)
- Crime: opportunistic crime, looting, etc.
- Economy: support recovery of private sector, coordinate with regional and Federal resources
- Environment: damage to ecological and other resources
- Other Events: severe weather often can coincide with other events that already stretch local resources, such as a Stanford home football game or the holiday shopping season

According to the State of California Office of Emergency Services (Cal OES): "Floods are the second most frequent cause of disaster declarations in California (after wildfires) and account for the second highest combined losses (after earthquakes)."<sup>1</sup> The USGS describes a scenario known as ArkStorm that could cause catastrophic conditions.<sup>2</sup>

### **E. Limitation of this MAC Operational Plan**

This Plan shall not constrain the freedom of an Incident Commander (IC) or others when dealing with some of the scenarios referenced herein.

This Operational Plan does NOT and will NOT replace or override the member jurisdictions':

- Emergency Operations Plan,
- Public Safety Authority,
- Public Information Officer role/responsibility,
- Flood Response Plan or Annex procedures,
- Purchasing Authority, nor
- Responsibility for documentation for any state or federal Declaration of Emergency.

This Plan will not provide detailed action lists of what to do during storm monitoring and response, as the individual jurisdictions have independent responsibility to accomplish their tasks, and those tasks will not be taken over by the MAC Group. **Instead this Plan will focus on how the multiple responsible agencies can improve coordination before, during and after a flood incident.**

### **F. Definition of a MAC Group**

Per the *California Statewide Multi-Agency Coordination System Guide* (rev. Feb. 2013):

"A Multi-Agency Coordination Group may be convened by an EOC Director ... to establish priorities among multiple competing incidents, provide coordinated decision making for resource allocation among cooperating agencies, harmonize agency policies, and offer strategic guidance and direction to support incident management activities. MAC Groups convene to prioritize incidents for the allocation of scarce resources. Group members

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<sup>1</sup> California Catastrophic Incident Base Plan (Sept. 2008), available on: [www.oes.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Plans%20and%20Publications/\\$file/Cat\\_Incident\\_Base\\_Plan.pdf](http://www.oes.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Plans%20and%20Publications/$file/Cat_Incident_Base_Plan.pdf)

<sup>2</sup> [pubs.usgs.gov/of/2010/1312/of2010-1312\\_text.pdf](http://pubs.usgs.gov/of/2010/1312/of2010-1312_text.pdf)

should consist of administrators or executives, or their designee, who are authorized to commit agency resources and funds."

Routinely, field first responders implement a version of a MAC, known as Unified Command: "First responders successfully utilize multi-agency coordination whenever multiple agencies respond to an incident, through Unified Command. Unified Command provides multi-agency support and coordination when an incident grows in complexity or multiple incidents occur in the same period."<sup>3</sup>

In cases where there are multiple incidents (as is common in storm/flood incidents), there may be multiple ICs, in which case an Area Command ICS structure may be implemented in addition to this prescribed MAC Group.

**Figure 1: Coordination Links**

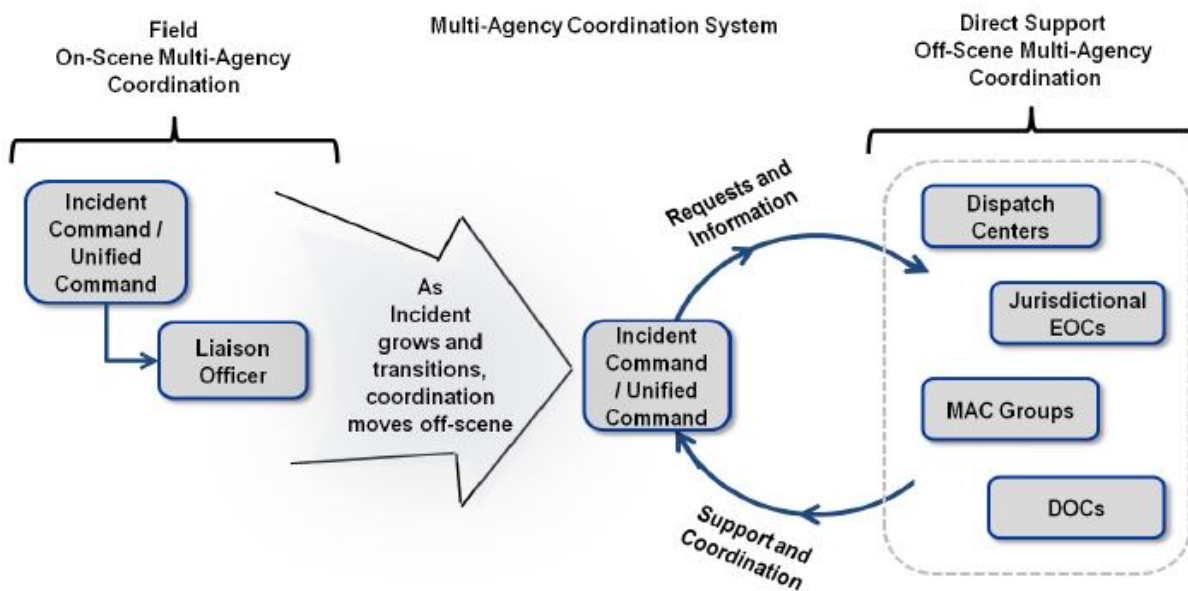


Figure 1 shows how a MAC can be established to support or facilitate coordination among Incident Commanders, Unified Command, Emergency Operations Centers, Dispatch Center and Department Operations Centers,. The preferred staffing and operational mode will be to physically co-locate the Stakeholder personnel at a designated MAC facility or to use a Virtual MAC (vMAC). This will 1.) economize on staffing and 2.) improve efficiency.

<sup>3</sup> California Statewide Multi-Agency Coordination System Guide (Rev. Feb. 2013)



The need for and use of a MAC is dynamic and depends on the potential and real impacts of a storm. In some cases, some jurisdictions will not activate their EOCs (for example, they are not yet affected, and are instead ready to support those jurisdictions that have activated an EOC). For incidents that have multiple operational periods (shifts), the MAC structure may provide additional personnel to staff other EOC/MAC positions for extended times.

**G. Agency Responsibilities for this Plan**

To plan, implement and maintain this Plan, requires the involvement of the Stakeholders at various activity levels. **Table 1, SFC MAC Progressive Levels and Sample Activities**, identifies the general types of activities expected at each activation level. These are illustrative activities, not all inclusive, and may change based on the situation and updates to the Plan.

**Table 1: SFC MAC Progressive Levels and Sample Activities**

Progressive Levels	Sample Activity
<p><b>Preparedness</b></p> <p>Non-threatening conditions exist</p>	<ul style="list-style-type: none"> <li>• Conduct mitigation work to prevent flooding</li> <li>• Review Plan and other procedures to ensure they are functional</li> <li>• Coordinate to collaborate on actions</li> <li>• Maintain equipment, telemetry, communications systems, etc.</li> <li>• Train and exercise to ensure awareness and improve response</li> </ul>
<p><b>Monitoring</b></p> <p>Conditions exist from predicted storms that could cause flooding</p>	<ul style="list-style-type: none"> <li>• Monitor weather reports and stream gages</li> <li>• Collect information to assess risk</li> <li>• Communicate risk</li> <li>• Stakeholder Coordination (report on conditions, assessments, actions, etc.,)</li> </ul>
<p><b>Watch</b></p> <p>Conditions exist from storms that indicate flooding may occur</p>	<ul style="list-style-type: none"> <li>• Activate this MAC Operational Plan to “Watch”</li> <li>• Contact appropriate Stakeholder Staff</li> <li>• Provide information on available resources and conditions</li> <li>• Continue contact with cooperating agencies and activated EOCs</li> <li>• Provide Public Information coordination</li> <li>• Identify need to increase MAC support to Warning, as needed</li> </ul>
<p><b>Warning</b></p> <p>Conditions exist that flooding is imminent or has occurred</p>	<ul style="list-style-type: none"> <li>• Contribute to coordination efforts as noted in the SFC MAC Operational Plan</li> <li>• Maintain contact with respective EOC if activated</li> <li>• Coordinate resource needs and sharing to assist as available</li> <li>• Activate the Joint Information System as needed</li> </ul>

Based on the Progressive Levels and the type of activities required, the following is a Responsibility Matrix that identifies which agencies have a role

to play as actions progress. **Table 2, SFC MAC Stakeholder Responsibilities**, identifies the expected commitment each Stakeholder has in carrying out the MAC Plan.

**Table 2: SFC MAC Stakeholder Responsibilities**

<b>Responsibility</b>	<b>Member Agency</b>	<b>City of East Palo Alto</b>	<b>City of Menlo Park</b>	<b>City of Palo Alto</b>	<b>Menlo Park Fire Protection Dist</b>	<b>San Francisco Creek JPA</b>	<b>San Mateo County</b>	<b>Santa Clara County</b>	<b>Santa Clara Co. Valley Water Dist.</b>	<b>Stanford University</b>
<b>Preparedness</b>										
Mitigation in SFC, such as culvert clean out, tree and brush removal		S	S	S		P	P		P	
SFC MAC Plan review		P	P	P	P	P	P	P	P	P
Maintain MAC Facility and equipment				P	P					
Maintain sensors, hydraulic modeling, and web info				P		P			P	
Train and Exercise		P	P	P	P	P	P	P	P	P
<b>Monitoring</b>										
Monitor weather and stream gages				P		P			P	
Collect information to assess risk		S	S	P	S	P	S	S	P	S
Notify Stakeholder staff of activity level				P	S	P	S	P	P	
Communicate risk		S	S	P	S	P	S	P	P	S
<b>Watch</b>										
Activate the SFC MAC Operational Plan for "Watch"				P						
Notify Stakeholder staff of activation level				P	P		P	P		
Public Safety agencies issue Public Warning, as needed				P	P		P	P		
Provide Public Information regarding flood conditions		S	S	P	P	S	S	S	S	S
Provide information on impact and available resources		P	P	P	P	P	P	P	P	P
Provide information to and from		P	P	P	P	P	P	P	P	P

<b>Responsibility</b>	<b>Member Agency</b>	<b>City of East Palo Alto</b>	<b>City of Menlo Park</b>	<b>City of Palo Alto</b>	<b>Menlo Park Fire Protection Dist</b>	<b>San Francisco Creek JPA</b>	<b>San Mateo County</b>	<b>Santa Clara County</b>	<b>Santa Clara Co. Valley Water Dist.</b>	<b>Stanford University</b>
respective EOCs										
Facilitate Coordination		S	S	P	S	S	S	S	S	S
<b>Warning</b>										
Activate the SFC MAC Operational Plan for "Warning"				P						
Provide Public Warning				P	P		P	P		
Provide ongoing Public Information		S	S	P	P	S	S	S	S	S
Coordinate resources through respective EOCs		P	P	P	P	P	P	P	P	P
P= Primary Responsibility		Have key or lead responsibility at home agency and to MAC								
S= Support Responsibility		Provide support and input								

## H. Relationship to other Plans

This Plan does not supersede existing agreements or internal plans (except to introduce a preference regarding the relationship between a jurisdictional EOC and staffing a MAC Group at a facility). Terms of art, such as the definition of "disaster" and certain legal and procedural activities are found in the Stakeholders' EOPs. Therefore, they are not repeated in this Plan. Flood maps and other such background material are posted in the Local Hazard Mitigation Plan (LHMP) for the involved jurisdictions.<sup>4</sup>

Stakeholders are encouraged to regularly review their internal plans, discuss them with the MAC Group, and review other guidance such as the State of California Guidelines for Coordinating Flood Emergency Operations.<sup>5</sup>

## I. Maintenance of the MAC Operational Plan

This Plan is maintained by the Palo Alto Office of Emergency Services (OES), serving as the chair of the MAC. Prior to every winter season, OES will

<sup>4</sup> [www.sccgov.org/sites/oes/LHMP/Pages/Local-Hazard-Mitigation.aspx](http://www.sccgov.org/sites/oes/LHMP/Pages/Local-Hazard-Mitigation.aspx)

<sup>5</sup> [www.water.ca.gov/floodmgmt/docs/guidecoordfloodemergops.pdf](http://www.water.ca.gov/floodmgmt/docs/guidecoordfloodemergops.pdf)

review this Plan with the Stakeholders and others, as needed. Following an exercise or an incident the City of Palo Alto will conduct an After -Action Review of the Plan with the Stakeholders.

#### **J. Training on the MAC Operational Plan**

To test the concepts and mobilization activities described in the Plan, the City of Palo Alto will annually engage all Stakeholders through the use of discussion based exercises such as Workshops, Seminars or Tabletop Exercises. Operational exercises such as Drills can be conducted to test communications or notification systems. Functional Exercises can be conducted to test the relationship between activated Emergency Operations Centers and the MAC Group. Each Stakeholder is encouraged to test their participation in the MAC when they conduct exercises.

#### **K. Use of the MAC Operational Plan**

This is a restricted document and is not to be shared with others without permission. Stakeholders may distribute this internally but are to handle with the same care as other restricted documents.

## 2. Concept of Operations

Based on the CalOES Guidance, a MAC includes these elements:

- Facilities
- Equipment and Tools
- Personnel
- Personnel Notification Information
- Procedures
- Communications

### A. Facilities

When convening the MAC, the following systems and facilities can be considered to provide a meeting location for the MAC Group. A decision on which facility or system to implement will be dependent on, but not limited to, the impact of the incident(s), location of the incidents and the resource needs.

- Virtual MAC (vMAC): Since storm/flood events tend to happen during times when staffing may be low (after-hours, vacation/holiday periods) and since flooding can occur without adequate warning, the Stakeholders will set up an e-mail group, a conference call, and other means to get in touch electronically. In some cases, the vMAC may need to transition to a physical location. When multiple EOCs (and DOCs) are activated at different locations, some virtual communications systems will continue, determined at that time.
- Palo Alto Emergency Operations Center (PA EOC): Located in the Palo Alto Police Department building (a.k.a. Public Safety Building (PSB)), the EOC can support 30 people and is fully equipped with backup power, radio communications, data systems, etc. The Palo Alto EOC is supplemented by various Department Operations Center (DOC) locations, including those for Public Works, City Utilities, Community Services (Parks/Rec.), etc.
- Menlo Park Fire Protection District Emergency Command Center (ECC): Located in the Urban Search and Rescue Warehouse (USAR TF-3), this facility has two large rooms and numerous break-out rooms. It would be suited for an event that requires more staff than the PA EOC can hold. However, this facility does not have the level of data and radio communications that the PA EOC has. This facility may also be best suited for multi-day operations, since it has showers, etc.
- Palo Alto Mobile Emergency Operations Center (PA MEOC): The MEOC is a Type 1 command vehicle that can accommodate 12 staff (and 30 more, when used in conjunction with a Western Shelter command tent and Incident Command Trailer (ICT) with prodigious radio, data, and

other communications systems. In the case of the MAC being located at the USAR building, bringing the MEOC to that site (or remotely linking to it) could provide supplemental resources.

**B. Equipment and Tools**

Since the above facilities are in regular use, the equipment therein should be adequate for MAC use. Whichever SFC MAC facility is opened, it will be equipped with internet access, radios, telephones, and hard copy EOC forms.

**All representatives responding to the SFC MAC need to bring their own:**

- Identification
- Computer
- Data on a USB drive such as contact lists
- Copies of their respective Emergency Operations Plan and relevant annexes (hardcopy or electronic)

**C. Personnel**

The effectiveness of the MAC Group relies on the designated level of authority provided to each Stakeholder representative and the level of the MAC Group activation. Based on the condition of the San Francisquito Creek and related potential for flooding, the personnel who staff the MAC may evolve, due to the knowledge and authority required.

**Table 3, SFC MAC Personnel and Authority**, presents the level of needed staffing according to the level of activity, and the authority required of their associated tasks.

**Table 3: SFC MAC Personnel and Authority**

Progression Level	Role	Authority	Suggested Personnel
Preparedness  Non-threatening conditions exist	Agency Coordinators	Represent Agency in discussion of plans and procedures;  Ability to affect Agency operations to support mitigation, preparedness and planning	Technical Specialists  Emergency Management  Managers of Departments with Incident Command Responsibility  Public Information Officers (PIO)

Progression Level	Role	Authority	Suggested Personnel
<b>Monitoring</b> Conditions exist from predicted storms that could cause flooding	Subject Matter Experts	Represent Agency on technical matters;  Confer with Agency Coordinators regarding activation of next level	Technical Specialists in: Geology, Hydrology, Flood Monitoring, Engineering, Utility or Public Works operations
	Public Information Officers	Represent Agency to produce and distribute public notices regarding potential flood	Designated personnel assigned the role of Public Information Officer for the Agency
<b>Watch</b> Conditions exist from storms that indicate flooding may occur	Agency Coordinators (AC)	Ability to affect Agency operations to coordinate with other designated MAC Group members;  Represent Agency in MAC Group decision making;  Request activation of next level	Emergency Manager  Watch Commander  Battalion Chief  Supervisor from Departments with Incident Command Responsibility
	PIO	Same as above	Same as above
<b>Warning</b> Conditions exist that flooding is imminent or has occurred	Agency Representative* (AR)	Ability to commit or redirect Agency resources to common MAC Group issues	City Manager  Assistant City Manager  Department Directors
	PIO	Same as above	Same as above

\* This is an official title in the nationally recognized MAC Group concept. This person has authority to commit the agency and its resources to support other agencies.

Elected Officials: Stakeholders' municipal codes and other such regulations specify a role for elected officials, such as, to ratify the jurisdiction's proclamation of a local emergency, and other ministerial functions. The MAC should be treated the same as an EOC with respect to Elected Officials. Through the PIO, the MAC can support the need to keep elected officials informed.

#### **D. Personnel Contact Information**

To meet the staffing needs at each level of activation, the Stakeholders will designate staff for the following roles:

1. Primary Contact to facilitate staffing, planning and operations of the MAC Group pre-emergency
2. Agency Coordinator (AC) to help with preparedness prior to incident
3. Subject Matter Expert (SME) who can evaluate risk that considers storm forecasts, tide levels, ground saturation, creek level trending, and other factors
4. Public Information Officer (PIO) to manage information provided to the public
5. Agency Representative (AR) to commit Agency resources

For some Stakeholders one person may fulfill all these roles, or any combination of the roles. For example, the Primary Contact and Agency Coordinator representative may be the same person(s). Designation of personnel for each role should consider alternate persons to account for vacation, sick leave, etc.

Contact information for personnel who fill the previously noted roles need to be provided to City of Palo Alto Office of Emergency Services, which includes office and mobile phone numbers, e-mail, and other pertinent data. In addition, the following contact numbers are requested to complete a contact roster for each Stakeholder.

6. 24-hour Contact: Public Safety Answering Point (PSAP) 9-1-1 Center, Duty Officer
7. EOC Contact: phone and e-mail

## **E. Procedures**

The Stakeholders, if needed, may develop additional procedures, beyond what is provided herein.

For example, the SCVWD may choose to co-locate or assign a liaison to the MAC for the Operations DOC. This will facilitate better tracking of their personnel operating in the SFC area (Palo Alto PD/OES now has SCVWD radio channels in the (M) EOC and other command vehicles).

## **F. Communications**

An emergency radio plan shall be developed, along with the above-mentioned vMAC options.

The Palo Alto MEOC and certain other command vehicles have radio interoperability systems that can 1) communicate on just about any radio system and 2) can "patch" (link) disparate systems together.



### 3. Mobilization of the SFC MAC

#### A. Progressive Triggers

Because of the need to maintain the pre-flood preventative activities and conditions of the San Francisquito Creek to prevent flooding, the need to collaborate on response before an event, the need to respond in a coordinated way during potential and actual flooding, and the effort to recover post incident, this SFC MAC Operational Plan is eternally active. The progression of prescribed activities noted in Section 1.G, Agency Responsibility demonstrate the progressive activities of the SFC MAC.

Historically, the creek conditions can change at a moment's notice, and either require immediate action, or suggest a "watch and see" approach to what is occurring. For example on December 23, 2012 the creek demonstrated flash flood tendencies; meaning the water levels changed rapidly as capacity levels went from 50% to past 70% in about 90 minutes. Yet, in other cases, creek monitor levels can exceed 70%, and yet present no need to notify the public or take other action.

Therefore, the level of MAC activity will be guided by dynamic decision or educated judgement based on best information available to the MAC Subject Matter Experts (SME) and Agency Coordinators (AC). The level of MAC activity may mirror those activities of the individual jurisdictional Emergency Operations Centers (EOCs). As weather conditions merit and monitoring take place, the SMEs and AC may be in their home offices or jurisdiction's EOC, if activated. The call to action may be a series of phone calls among the SME and ACs to determine the best approach to coordination.

The general progression of MAC activities are provided in **Table 4, SFC MAC Progression Triggers.**

**Table 4: SFC MAC Progression Triggers**

#	Progression Level	Potential Trigger	Notify	Authority and Activity	Location
0	<b>Preparedness</b> Non-threatening conditions exist	Non-emergency	Agency Coordinators	Information monitoring and information exchange; training	Remotely in meetings or with virtual tools
1	<b>Monitoring</b> Conditions exist from predicted storms that could cause flooding	Weather forecast and gage readings	Subject Matter Experts (SME)	SMEs conduct formal monitoring, based on conditions and/or guidance  SMEs confer with ACs to determine need to activate Watch Level	Remotely in meetings or with virtual tools
			Public Information Officers (PIO)	Provide public information as needed	Remotely with virtual tools
2	<b>Watch</b> Conditions exist from storms that indicate flooding may occur	Determined by Palo Alto AC; while consulting the SMEs	Agency Coordinators (AC)	ACs confer with each other to determine response coordination needs and resource requests;  ACs confer need to activate Warning Level	Remotely with virtual tools
			PIO	Provide information to the public; consider use of a Joint Information System or Center (JIS or JIC)	Remotely with virtual tools
3	<b>Warning</b> Conditions exist that flooding is imminent or has occurred	Determined by Palo Alto AC, especially if the creek is 5 feet below Pope St Bridge	Agency Representative * (AR)	ARs meet and confer. Among issues listed on page 2 of this plan and the requirements of their jurisdictions' EOC, ARs discuss common priorities and actions, address limited or scarce resources, and collaborate on addressing public safety.	Prefer at a MAC Facility; if needed, remotely with virtual tools
			PIO	Provide information to the public; consider use of a JIS or JIC	Prefer at a MAC Facility; if needed, remotely with virtual tools

## **B. Stakeholder Notification**

The City of Palo Alto will initiate contact to the appropriate Stakeholder contacts, based on the prevailing weather conditions. This would include those who have a role to perform in the SFC MAC, dispatch and open Emergency Operations Centers. City of Palo Alto Dispatch and/or Office of Emergency Services will initiate the contact and provide:

- Level of MAC Activation
- Situation Status
- Requested Action
- Reporting Requirements

The prevailing conditions will identify whether additional notification or actions will need to take place outside of the designated Stakeholder contacts.

## **C. Reciprocal Notification**

Regardless of MAC activation status, if any SFC MAC member opens its EOC, the jurisdiction is encouraged to notify the other Stakeholders that they have activated their EOC. Notification can occur via Web EOC, phone or e-mail.

## **D. Public Warning**

The established Public Safety Answering Points (PSAP) remain in control of the local jurisdiction's responsibility, and may take lead on any public warning for their community that is required. The warnings may include recommendations by the SFC MAC and respective PIOs supporting the SFC MAC. The warnings may consider the actions and recommendations of a Joint Information System or Joint Information Center.

## 4. SFC MAC Objectives and Functions

As the SFC MAC forms with Stakeholder representatives, the MAC will focus on the following Objectives, Capabilities, and Functions. The following is consistent with the MAC Group concepts espoused by the National Incident Management System (NIMS) from the Federal Emergency Management Agency (FEMA) and the Standardized Emergency Management System (SEMS) from the State of California Office of Emergency Services (CalOES).

### A. Objectives

The following objectives are in alignment of the purpose of a MAC Group and this plan to coordinate the stakeholders' interagency response, resource management and recovery operations; and collaborate on public messaging.

- **Objective 1: Identify Conditions, Actions, and Needs**
  - Core Capability: Situational Awareness
- **Objective 2: Notification of Involved Agencies**
  - Core Capability: Activation; Coordination
- **Objective 3: Emergency Public Information**
  - Core Capability: Public Information Officer (PIO) Collaboration in (JIC/JIS)
- **Objective 4: Public Warning**
  - Core Capability: Public Warning by Public Safety Officials
- **Objective 5: Coordination of Field Operations; Resource Sharing**
  - Core Capability: Personnel Accountability; Mutual Aid and Assistance; Resource Tracking; Finance Issues

### B. Functions

In keeping with the concepts of SEMS and NIMS, a MAC establishes functions to maintain the orderly flow of information and responsibility from one group to the next. Consistency in utilizing the SEMS Functions in a MAC Group, similar to those in an EOC, improves the organization and communication flow within the MAC and between the MAC and the multiple Stakeholder EOCs that could be open and operating.

Multiple SEMS and NIMS concepts could benefit the MAC operation. They are listed in order of when they would be called up during the progression of the MAC occurs:

- Planning and Intelligence
- Public Information
- Logistics and Resource Management
- Management

While the SFC MAC may initiate in a virtual environment, these functions are most useful when a MAC Group convenes at a common single facility.

### Planning/Intelligence

As with any emergency, it can take some time for the MAC Group to 1) ascertain what has happened, 2) what is likely to happen, and 3) what areas and/or systems are affected. The SEMS and NIMS function of Planning/Intelligence helps gather and shape the information needs.

### DOCUMENTATION

All activity at a MAC will be documented as best as possible through the use of the Unit Log form, as a minimum, and other forms available at the MAC Facility. The use of status boards is encouraged and will be adapted from available resources.

### SITUATION STATUS

The Subject Matter Experts (SME) consolidate all intelligence and create Situational Awareness (SA) regarding weather forecasts, damage assessments, flooding reports, traffic conditions, etc.

### AGENCY AND RESOURCE STATUS

Amalgamating what agencies have accomplished and what they may need includes identifying what personnel and resources have been deployed, the prevailing condition, the need for mutual aid, and tracking other resource demands or similar requests.

### NOTIFICATION

The Planning/Intelligence activities accomplished by the SMEs lead to the appropriate notification of Stakeholders as described in **Section 3, Mobilization of SFC MAC Group**, and is accomplished by the lead MAC Group agency, City of Palo Alto.

### Emergency Public Information

As the event unfolds there is a constant need of notifying the public of conditions and what to do. The Public Information Officers (PIO) are responsible for identifying with whom to communicate, creating the message, and specifying the format and method of communication to deliver the message public and stakeholders.

The PIO from each Stakeholder will follow the checklists and responsibilities identified in the jurisdiction's Emergency Operations Plan. The MAC Group does not change that responsibility or override the tasks outlined in the plan. The MAC Group's purpose is to coordinate the Public Affairs and/or designated Public Information Officers (PIO) from each Stakeholder to create a common message in order to avoid confusing the public which can occur when each of the Stakeholders sends out disparate messages. To enhance the coordination effort a Joint Information System and/or Joint Information Center may be activated, which would follow the organization and plan of the lead PIO or the agency most affected by the storm conditions.

#### WARNING

As part of the Public Warning Core Capability comes the need to let the public know to prepare for the expected impacts of imminent flooding. This is accomplished through the existing Public Safety Answering Points (PSAPs or better known as Dispatch Centers).

### Logistics and Resource Management

As the incident unfolds and resources respond to the prevailing conditions, skilled or scarce resources will be tapped out and require backfill, replacement or additional support. The support can come in the form of mutual and assistance, contractors, vendors, or other sources. Resource requests will be noted, coordinated as much as possible through the MAC members, and processed through a Stakeholder's Emergency Operations Center or Department Operations Center. The method of request, including form, will be coordinated with the Stakeholder fulfilling the need.

#### REIMBURSEMENT

As resources from one Stakeholder are shared with another Stakeholder, reimbursement for the use of equipment, personnel or other resources may be reimbursable, based upon agreement.

### Management

As conditions warrant or progress, the MAC will bring together leaders who have authority (delegation of authority from their agency) to make other

policy decisions, including matters of cost and/or liability. The MAC Members confer on:

- Critical conditions
- Agency priority responses
- Common resource needs
- Resource request processing
- Managing any conflicting policy issues

### **C. Progression**

**Table 5, SFC MAC Functions and Task** demonstrates how the organization grows from Pre-Incident, Preparedness to Monitoring, Watch, and Warning. The overall MAC Group can change in level of participation, number of Stakeholder participants, and staffing needs. It is incident specific, because not all potential or actual incidents are the same.

**Table 5: SFC MAC Functions and Tasks**

#	Progression Level	Function	Designated MAC Staff	Tasks	Staffing Support
0	<b>Preparedness</b> Non-threatening conditions exist	Planning/Intelligence	Agency Coordinators (AC)	<ul style="list-style-type: none"> <li>Conduct mitigation work to prevent flooding</li> <li>Maintain equipment, telemetry, communications systems, etc.</li> </ul>	All Stakeholders
			Subject Matter Experts (SME)	<ul style="list-style-type: none"> <li>Information monitoring and information exchange</li> <li>Review Plan and other procedures to ensure they are functional</li> </ul>	
			Public Information Officers (PIO)	<ul style="list-style-type: none"> <li>Coordinate to collaborate on Public Information</li> <li>Train and exercise to ensure awareness and improve response</li> </ul>	
1	<b>Monitoring</b> Conditions exist from predicted storms that could cause flooding	Planning/Intelligence	SME	<ul style="list-style-type: none"> <li>SMEs conduct formal weather and stream gage monitoring, based on conditions and/or guidance</li> <li>Collect information to assess risk</li> <li>Communicate risk</li> <li>SMEs confer with ACs to determine need to activate Watch Level</li> </ul>	SFCJPA; Palo Alto; Menlo Park; SCVWD
			ACs	<ul style="list-style-type: none"> <li>Stakeholder Coordination (report on conditions, assessments, actions, etc.,)</li> </ul>	All affected Stakeholders
			Emg Public Information	PIO	<ul style="list-style-type: none"> <li>Provide public information as needed</li> <li>Activate JIC/JIS as needed</li> </ul>
2	<b>Watch</b> Conditions exist from storms that indicate flooding may occur	Planning/Intelligence	SMEs	<ul style="list-style-type: none"> <li>Continue to monitor, assess risk, and communicate with ACs</li> </ul>	SFCJPA; Palo Alto; Menlo Park; SCVWD
			ACs	<ul style="list-style-type: none"> <li>Confer on need to activate Warning Level, carried out by lead MAC agency, City of Palo Alto</li> <li>Facilitate Status Reports and Briefings among MAC members to document plans of action</li> <li>Confer with each other to determine response coordination needs and resource requests</li> </ul>	All affected Stakeholders
		Logistics	ACs	<ul style="list-style-type: none"> <li>Coordinate through appropriate jurisdiction EOC, access to mutual aid, vendor, contractor, or other assets</li> </ul>	All affected Stakeholders
		Emg Public	PIO	<ul style="list-style-type: none"> <li>Provide public information as needed</li> </ul>	All affected Stakeholders



#	Progression Level	Function	Designated MAC Staff	Tasks	Staffing Support
3	Warning Conditions exist that flooding is imminent or has occurred	Information Management	Agency Representative * (AR)	<ul style="list-style-type: none"> <li>• Activate JIC/JIS as needed</li> <li>• ARs meet and confer</li> <li>• Evaluate potential issues listed on page 2 of this plan</li> <li>• Address issues related to common: <ul style="list-style-type: none"> <li>○ priorities and actions</li> <li>○ logistic support and scarce or limited resources</li> <li>○ public safety policies</li> </ul> </li> </ul>	All affected Stakeholders
		Emg Public Information	PIO	<ul style="list-style-type: none"> <li>• Provide public information as needed</li> <li>• Activate JIC/JIS as needed.</li> </ul>	All affected Stakeholders
		Planning/Intelligence	SMEs	<ul style="list-style-type: none"> <li>• Continue to monitor, assess risk, and communicate with ACs</li> <li>• Facilitate Status Reports and Briefings among MAC members to document plans of action</li> </ul>	All affected Stakeholders
			ACs	<ul style="list-style-type: none"> <li>• Confer on need to activate Warning Level, carried out by lead MAC agency, City of Palo Alto</li> <li>• Confer with each other to determine response coordination needs and resource requests</li> <li>• Continue contact with cooperating agencies and activated EOCs</li> </ul>	All affected Stakeholders
		Logistics	ACs	<ul style="list-style-type: none"> <li>• Coordinate through jurisdiction EOC, access to mutual aid, vendor, contractor, or other assets</li> </ul>	All affected Stakeholders

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## Attachment One:

### SFC MAC Roster

Each Stakeholder will submit the contact information for the following SFC MAC Roster<sup>6</sup>:

1. Primary Contact: Staff who can facilitate staffing, planning and operations of the MAC Group pre-emergency
2. Agency Coordinator (AC): Staff who help with preparedness prior to incident
3. Subject Matter Expert (SME): Staff who can evaluate risk that considers storm forecasts, tide levels, ground saturation, creek level trending, and other factors
4. Public Information Officer (PIO): Staff who can manage information provided to the public
5. Agency Representative (AR): Staff with authority to commit Agency resources
6. 24-hour Contact: 9-1-1 Center, Duty Officer
7. EOC Contact: phone and e-mail

The City of Palo Alto will maintain the list electronically, and request annual updates from the Stakeholders.

Stakeholders who maintain a hard copy of this plan, can insert a print out of the SFC MAC Roster here.

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<sup>6</sup> The Roster is a confidential document.

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## **Attachment Two:**

### **Common Messages**

#### **A. Considerations**

Nothing in this SFC MAC Operational Guide removes the responsibility of the Stakeholder's Public Information Officer to reach out to its citizens or customers. It is the objective of the SFC MAC to coordinate the messages to reduce the level of confusion the public can perceive from multiple messages. One of the key common responsibilities among the agencies who respond to the conditions of the San Francisquito Creek is to provide consistent public information messages. The following information provides ideas on tools and content for common messages that can be broadcast according to Watch and Warning notices published by the National Weather Service, and consistent with the levels of activity described in this SFC MAC Operational Plan.

The use of a Joint Information System and establishing a Joint Information Center is critical.

#### **B: Tools**

The tools available to inform the public include:

- Web based portals (websites, blogs, social media)
- Autodialing phone systems
- Print Media
- Mass-Notification (such as AlertSCC.com and SMCAlert.info)

#### **C: Message Themes**

The following are suggested themes for public notification. Specific information needs to be vetted among PIOs and the agencies responsible for dissemination prior to broadcast.

- Please do NOT call 9-1-1 unless there is an imminent threat to life or another serious emergency;
- Further information can be gathered from each Stakeholders website;
- All messages and other data are provided only for information purposes;
- Downed trees, drainage issues, and other storm-related problems can be reported via the appropriate phone numbers as listed on your jurisdiction's flood/storm information page; and

- If you perceive an unsafe condition, you should not wait to be told to take action (including evacuation). Heed any posted signs of flooded streets.
- During the response stage, warning information will be emphasized providing status of creeks, reported storm related impacts, and public safety messages such as voluntary or mandatory evacuations.
- During the recovery stage, safety messaging will include when and how to return home, how to start recovering and planning for future mitigation.

#### **D. Message Graphics**

When presenting graphical information remember:

- Consider folks that are color blind; and
- Identify areas of interest such as watch or warning areas: use shading or cross hatching or other tools.

Example Message to draw public to web based tools:

- **WATCH:** Areas of this map that are [indicated] may experience flooding in the next 90 minutes. Please stay alert to conditions around you. Please go to your jurisdiction's flood/storm information page for more information and how to report downed tree branches and other issues. If you feel unsafe, do not wait to be told to leave, but instead evacuate while it is safe to do so. If it's unsafe to evacuate, shelter at your current location.
- **WARNING:** Areas of this map that are [indicated] may experience imminent flooding. Please stay alert to conditions around you. Please go to your jurisdiction's flood/storm information page for more information and how to report downed tree branches and other issues. If you feel unsafe, do not wait to be told to leave, but instead evacuate while it is safe to do so. If it's unsafe to evacuate, shelter at your current location.

#### **E. Text Messaging**

The text messages going out via SMS and e-mail (presuming they are the same, so very short) should be:

- **WATCH:** This is an automated alert from \_\_\_\_\_. Do NOT call 9-1-1. Flooding is possible on areas near the San Francisquito Creek in the next 90 minutes. Please go here for more information and what to do: [insert web URL for "landing page"]

- WARNING: This is an automated alert from \_\_\_\_\_. Do NOT call 9-1-1. Flooding may be imminent on areas near the San Francisquito Creek. Please go here for more information and what to do: [insert web URL for "landing page"]

Consider a contact phone number at the end of each Text.

### **F. Pre-Incident Messages**

During the Preparedness or Pre-Incident level of activity, member agencies need to educate the public on:

- How to receive notifications via Community Rating System or other registration and notification tools;
- How to register for Alert SCC;
- Local web portals to monitor and collect information to remain knowledgeable; and
- The stations provide emergency broadcast information.

[END]

1 **San Francisquito Creek Multi-Agency Operational Plan and**  
2 **Assistance Agreement (VERSION 12142015)**  
3

4 This San Francisquito Creek Multi-Agency Operational Plan and Assistance Agreement (Agreement) is  
5 made and entered into by those organizations who own or manage property or have jurisdictional  
6 responsibilities to provide pre-incident planning and mitigation, incident response, recovery and public  
7 information regarding flooding along the San Francisquito Creek (SFC).  
8

9 All of said organizations may herein be referred to individually as "Party" or collectively as the "Parties."  
10

11 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to  
12 provide support to the Multi-Agency Coordination (MAC) Operational Plan and mutual assistance  
13 support in times of emergency along the SFC, as follows:  
14

15 **ARTICLE I.**  
16 **PURPOSE**  
17

18 The Agreement outlines support, responsibilities and actions to develop and maintain an Operational  
19 Plan that identifies the actions required before, during, and after an incident along the SFC. Secondly  
20 the Agreement provides structure on how sharing resources in response and recovery can be a  
21 reimbursable expense. This Agreement pertains to resources such as public works or those not already  
22 covered by existing public safety (law, fire, emergency management, etc.) agreements.  
23

24 **ARTICLE II.**  
25 **DEFINITIONS**  
26

- 27 A. **Agency Representative** – An employee or officer of a Stakeholder who is authorized to: (1)  
28 request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance  
29 under this Agreement.  
30
- 31 B. **Agency Coordinator** – An employee of Stakeholder authorized to represent the agency in  
32 discussion of plans and procedures and has ability to affect Agency operations to support  
33 mitigation, preparedness and planning  
34
- 35 C. **Subject Matter Expert** – An employee of a Stakeholder authorized to represent the agency in  
36 discussions related to evaluating risk that considers storm forecasts, tide levels, ground saturation,  
37 creek level trending, and other storm and/or flooding hazards.  
38
- 39 D. **Multi-Agency Coordination Group or MAC Group** - A group of agencies convened to establish  
40 priorities among multiple competing incidents, provide coordinated decision making for resource  
41 allocation among cooperating agencies, harmonize agency policies, and offer strategic guidance  
42 and direction to support incident management activities. MAC Groups convene to prioritize  
43 incidents for the allocation of scarce resources.  
44
- 45 E. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening  
46 to cause impact to the operations of a Party utility's system, loss of life, injury to person or property,  
47 human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather,  
48 earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or  
49 hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation,  
50 intentional acts, sabotage, declaration of war, or other conditions which are , or are likely to be



1 beyond the control of the services, personnel, equipment, and facilities of a Party and requires  
2 mutual assistance.  
3

- 4 F. **Stakeholder** – Cities, counties and other responding organizations that border the SFC and are  
5 subject to the impacts of flooding along the creek, including the City of East Palo Alto, the City of  
6 Menlo Park, City of Palo Alto, County of San Mateo, County of Santa Clara, Menlo Park Fire  
7 Protection District, Santa Clara Valley Water District (SCVWD), San Francisquito Creek Joint  
8 Powers Authority (SFCJPA), and Stanford University.  
9
- 10 G. **Non-Assisting Party** - A Stakeholder that does not provide assistance during a Period of  
11 Assistance under this agreement and plan.  
12
- 13 H. **Requesting Party**– A Stakeholder who requests assistance under this agreement and plan.  
14
- 15 I. **Assisting Party** – A Stakeholder that responds to a request for assistance under this agreement  
16 and plan.  
17
- 18 J. **Operational Plan** - An Operational Plan will be established to describe the actions prescribed by  
19 the Parties of this agreement on actions taken before, during and after an emergency to carryout  
20 coordinated emergency preparedness, response and recovery. The plan will be reviewed annually  
21 by the Party’s and updates made as required. See Article IV for more details.  
22
- 23 K. **Period of Assistance** – A specified period of time when an Assisting Party assists a Requesting  
24 Party. The period commences when personnel, equipment, or supplies depart from Assisting  
25 Party’s facility and ends when the resources return to their home facility (portal to portal). All  
26 protections identified in the Agreement apply during this period. The specified Period of Assistance  
27 may occur during response to or recovery from an Emergency.  
28
- 29 L. **National Incident Management System (NIMS)** - A national, standardized approach to incident  
30 management and response that sets uniform processes and procedures for emergency response  
31 operations.  
32
- 33 M. **Standardized Emergency Management System (SEMS)** - A standardized approach to field  
34 command and jurisdictional management and response set forth by State of California Code of  
35 Regulations for multi-agency or multi-jurisdictional response to an emergency.  
36

37 **ARTICLE III.**  
38 **ADMINISTRATION**  
39

40 The administration of maintaining this Agreement and the Operational Plan will be provided by the City  
41 of Palo Alto with input and recommendations of the Parties. Annually the Agreement and Operational  
42 Plan will be reviewed prior to the onset of winter storms, after response to an incident, or following  
43 exercises that test the Agreement and Operational Plan. Modifications for changes will be identified  
44 through consensus of the Authorized Representatives of the Parties.  
45

46 **ARTICLE IV.**  
47 **OPERATIONAL PLAN**  
48

- 49 A. During non-emergency times, preparedness activities will include review and update of the  
50 Operational Plan. This can be accomplished through discussion based activities, such as

1 workshops, seminars, tabletop exercises, and other Homeland Security Exercise and Evaluation  
2 Program methods.

- 3
- 4 B. The purpose of the Operational Plan is to: (i) provide overarching guidance on how and when to  
5 activate a MAC for coordination purposes; (ii) suggest levels of activation of the MAC Group; (iii)  
6 suggest participants in each level of MAC activation and their decision authority, means and  
7 methods of collaborative planning, preparedness, and response activities; and (iv) recognize that it  
8 is a document that will change over time, from experience and updates post incident. Changes can  
9 be approved among the designated Agency Coordinators.
- 10
- 11 C. Consistent with SEMS and NIMS, the Operational Plan supports the concepts and operations  
12 identified in guidance to form and integrate the use of a MAC Group.
- 13
- 14 D. Each Party will provide contact information for each position identified in the Operational Plan,  
15 including Agency Representative, Agency Coordinator, Subject Matter Expert and public  
16 information officer.

17

18 **ARTICLE V.**  
19 **REQUESTS FOR ASSISTANCE**

20

21 In general, assistance will be in the form of resources, such as equipment, supplies, and personnel.  
22 Assistance shall be given only when Assisting Party determines that its own needs can be met while  
23 rendering assistance. The execution of this Agreement shall not create any duty to respond on the part  
24 of any Party hereto. A potential Assisting Party shall not be held liable for failing to provide assistance.  
25 A potential Assisting Party has the absolute discretion to decline to provide any requested assistance.

- 26
- 27 A. **Party Responsibility** - Each Party shall identify an Agency Representative, Agency Coordinator,  
28 and alternates; provide contact information to ensure each Party can be contacted at all times.  
29 Such information shall be updated annually or as changes occur.
- 30
- 31 B. **Request** - In the event of an Emergency, each Party's Agency Representative may request mutual  
32 aid and assistance from other Parties. Requests for assistance can be made orally or in writing.  
33 When made orally, the request for personnel, equipment, and supplies shall also be memorialized  
34 in writing and submitted to the participating Party as soon as practicable. Requests for assistance  
35 shall be directed to the Agency Representative of the Assisting Party.
- 36
- 37 C. **Response to a Request for Assistance** – The Parties are not obligated to respond to a request.  
38 After a Party receives a request for assistance, the Agency Representative evaluates whether or  
39 not to respond, whether resources are available to respond, or if the request does not compromise  
40 any ability or capacity to respond to calls for service within its own jurisdiction. When request for  
41 assistance is received, the Agency Representative will promptly advise of the extent of response,  
42 provide whatever personnel, equipment, and facilities are available without jeopardizing the safety  
43 of persons or property within its jurisdiction.
- 44
- 45 D. **Discretion of Assisting Party's Agency Representative** – Execution of this Agreement does not  
46 create any duty to respond to a request for assistance. When a Party receives a request for  
47 assistance, the Agency Representative shall have sole and absolute discretion as to whether or not  
48 to respond, or the availability of resources to be used in such response. A Party's decisions on the  
49 availability of resources shall be final.
- 50

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**ARTICLE VI.**  
**MUTUAL ASSISTANCE RESPONSE COORDINATION**

When providing mutual assistance under this Agreement, the Requesting Party and Assisting Party shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

- A. **Personnel** – Assisting Party retains right to identify its personnel who will participate and the resources that will be made available, if any.
- B. **Employment Status** - The Assisting Party’s personnel shall not be deemed employees of Requesting Party and vice versa.
- C. **Control** – The Assisting Party will provide a supervisor to oversee deployed personnel. Consistent with the NIMS Incident Command System the supervisor shall coordinate response activities and follow direction with the designated supervisor(s) of the Requesting Party(s). The Assisting Party’s designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- D. **Safekeeping of Resources** - The Requesting Party shall be responsible for the safekeeping of the resources provided by the Assisting Party. Whenever practical, the Requesting Party shall make arrangements for feeding and/or assisting all personnel, and for fueling, servicing, and repair of equipment unless the Assisting Party agrees in writing that these arrangements are not necessary. As a measure of personal preparedness, Assisting Party personnel will deploy to be self-sufficient for up to 72 hours.
- E. **Insurance** - Each Party shall be responsible to provide at its sole expense sufficient insurance for its entity.
- F. **Worker’s Compensation** - Each Party shall provide, at its sole expense, the required worker’s compensation insurance coverage necessary for its own employees. It is recognized that at such times as one Party provides aid to another Party under the terms of this Agreement, the employees of the Assisting Party may claim to have become special employees on a temporary basis of the Requesting Party. Should any such claim result in any worker’s compensation claim being asserted, it is hereby agreed that each such claim shall be the responsibility and liability of the Assisting Party as general employer to process, defend, and pay, if necessary.
- G. **Return of Resources** – When the Assisting Party’s personnel, equipment, or facilities are no longer required, or when the Assisting Party advises that the resources are required within their own jurisdiction, the Requesting Party shall immediately arrange for the return of those resources within 24 hours.
- H. **Right to Withdraw Resources** - The Assisting Party’s Agency Representative retains the right to withdraw some or all of its resources at any time for any reason in the Assisting Party’s sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party’s Agency Representative as soon as is practicable under the circumstances.

**ARTICLE VII.**  
**COST REIMBURSEMENT**

1 Unless otherwise mutually agreed in whole or in part by both the Requesting and Assisting Parties in  
2 the form of a separate written agreement, the Requesting Party shall reimburse the Assisting Party for  
3 all reasonable direct, indirect, administrative and contracted costs of that the Assisting Party incurred  
4 during the specified Period of Assistance. Costs for personnel, equipment, material, and other  
5 expenses shall be based upon standard rates applicable to Assisting Party's internal operations.  
6 Payment shall be made within sixty (60) days after receipt of a detailed invoice. Payment may be  
7 delayed if agreed upon by the Requesting and Assisting Parties.  
8

- 9 A. **Personnel** – Requesting Party shall reimburse the Assisting Party full costs equal to the  
10 employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent  
11 with Assisting Party's collective bargaining agreements or other conditions of employment.  
12
- 13 B. **Equipment** - Requesting Party shall be responsible for costs for use of equipment, such as  
14 construction equipment, vehicles, tools, pumps, and generators at the Assisting Party's current  
15 equipment rate, including, but not limited to, rental rates, all fuel, lubrication, maintenance,  
16 transportation, and loading/unloading of loaned equipment. All equipment shall be returned to  
17 the Assisting Party as soon as is practicable.  
18
- 19 C. **Supplies** - Requesting Party shall reimburse the Assisting Party in kind or at actual  
20 replacement cost, plus handling charges, for use of expendable or non-returnable supplies.  
21 Other supplies and reusable items that are returned to the Assisting Party in a clean, damage-  
22 free condition shall not be charged to Requesting Party; otherwise, they shall be treated as  
23 expendable supplies. Requesting Party shall fully reimburse the Assisting Party for the repair  
24 cost resulting from any damage to the supplies, equipment and materials up to their  
25 replacement costs.  
26
- 27 D. **Payment Period** – The Assisting Party shall provide an itemized bill to the Requesting Party for all  
28 expenses incurred by the Assisting Party while providing assistance under this Agreement. The  
29 Requesting Party shall send the itemized bill not later than (90) ninety dates following the end of the  
30 Period of Assistance. The Assisting Party may request additional periods of time within which to  
31 submit the itemized bill, and Requesting Party shall not unreasonably withhold consent to such  
32 request. The Requesting Party agrees to reimburse the Assisting Party within 60 days from receipt  
33 of an invoice for assistance provided under this Agreement. The Requesting Party may request  
34 additional periods of time within which to pay the itemized bill, and Assisting Party shall not  
35 unreasonably withhold consent to such request, provided, however, that all payment shall occur not  
36 later than one-year after the date a final itemized bill is submitted to the Requesting Party.  
37
- 38 E. **Records** - When mutual assistance is provided, the Requesting and Assisting Parties will keep  
39 account records of the personnel, equipment, mileage, and materials provided as required by  
40 Federal and State law, the California Disaster Assistance Act, and FEMA guidelines. The  
41 Requesting and Assisting Parties shall have access to the other's records for this purpose.  
42

43 **ARTICLE VIII.**  
44 **ARBITRATION**  
45

46 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be  
47 settled by arbitration in accordance with the rules of the American Arbitration Association and judgment  
48 on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.  
49

1 Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties,  
2 those Parties may seek a judgment and award consistent with such comparative fault. The Parties  
3 expressly waive pro rata allocation off liability under Government Code Section 895.6.  
4

5 **ARTICLE X.**  
6 **SIGNATORY INDEMNIFICATION AND IMMUNITIES**  
7

8 This Agreement shall in no way abrogate or waive any of the immunities available under Federal,  
9 State, and local law and regulations, including but not limited to the California Emergency Services  
10 Act, Government Code sections 8655 et seq.  
11

12 Requesting Member shall assume the defense of, fully indemnify and hold harmless the Assisting  
13 Member, its elected and appointed officials of the Assisting Member, officers, employees, agents or  
14 contractors from all claims, loss, damage, injury and liability of every kind, nature and description,  
15 directly or indirectly arising from the Assisting Member's work hereunder, including, but not limited  
16 to, negligent or wrongful use of equipment, supplies or personnel provided to the Requesting  
17 Member or faulty workmanship or other negligent acts, errors or omissions by the Assisting  
18 Member, or by personnel provided to Requesting Member, except for those claims, loss, damage,  
19 injury and liability that arise from gross negligence of the Assisting Party.  
20

21 Notwithstanding paragraph above, in cases where Parties agree in writing to a joint defense,  
22 Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of  
23 the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual  
24 agreement of said Parties. Parties agree to share the costs of such joint defense and any agreed  
25 settlement in equal amounts. Parties further agree that no Party may bind the others to a  
26 settlement agreement without the written consent of the others.  
27

28 To the maximum extent permitted by law, Requesting Member waives and releases the Assisting  
29 Member, its governing body members, officers, employees, agents or contractors from any and all  
30 liability to the Requesting Member, its officers, employees or agents for any loss, damage, liability, or  
31 liability for damages, whether for loss of or damage to property, or injury to or death of persons, and  
32 whether or not known or suspected, which may arise out of any assistance provided to Requesting  
33 Member under this Agreement, except for those claims, loss, damage, injury and liability that arise from  
34 gross negligence of the Assisting Party.  
35

36 **ARTICLE XI.**  
37 **NOTICE**  
38

39 Each Party hereto shall give to the others prompt and timely written notice of any claim made or  
40 any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or  
41 otherwise, affects or might affect them, and each Party shall have the right to participate in the  
42 defense of the same, as it considers necessary to protect its own interests.  
43

44 **ARTICLE XII.**  
45 **WITHDRAWAL**  
46

47 Any Party may withdraw from this Agreement, with or without cause, upon delivery of one-hundred  
48 twenty (120) days prior written notice to the City of Palo Alto.  
49

1 **ARTICLE XIII.**  
2 **MODIFICATION**  
3

4 No provision of this Agreement may be modified, altered or rescinded by individual Parties to the  
5 Agreement. Modifications to this Agreement require a consensus among the Parties in the form a  
6 written amendment.  
7

8 **ARTICLE XIV.**  
9 **SEVERABILITY**  
10

11 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or  
12 in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the  
13 rights and obligations of the Parties shall be construed and enforced as if the Agreement did not  
14 contain the particular term or provision held to be invalid.  
15

16 **ARTICLE XV.**  
17 **PRIOR AGREEMENTS**  
18

19 To the extent that prior agreements among signatories to this Agreement for mutual assistance are  
20 inconsistent with this Agreement, such agreements are hereby superseded.  
21

22 **ARTICLE XVI.**  
23 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**  
24

25 This Agreement is for the sole benefit of the stated Parties and no other person or entity has rights  
26 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties  
27 created by this Agreement to third parties that are not Party to this Agreement is prohibited and without  
28 effect.  
29

30 **ARTICLE XVII.**  
31 **TORT CLAIMS**  
32

33 This Agreement in no way abrogates or waives any immunity or defense available under California law.  
34  
35

## **San Francisquito Creek**

### **Multi-Agency Coordination Operational Plan and Assistance Agreement**

WHEREAS, the State of California Office of Emergency Services (Cal OES) has identified that floods are the second most frequent cause of disaster declarations in California (after wildfires) and account for the second highest combined losses (after earthquakes); and

WHEREAS, San Francisquito Creek represents the boundary between cities, counties and other responding agencies, and is a flooding hazard to properties within the cities of East Palo Alto, Menlo Park, and Palo Alto, and counties of San Mateo and Santa Clara; and

WHEREAS, the flooding along the San Francisquito Creek has historically caused damages in each of the pre-noted agencies with direct and indirect impacts to transportation infrastructure like bridges and roads, traffic control and signals, communications systems, utilities, public health, and the environment; and

WHEREAS, the City of East Palo Alto, the City of Menlo Park, City of Palo Alto, County of San Mateo, County of Santa Clara, Menlo Park Fire Protection District, Santa Clara Valley Water District (SCVWD), San Francisquito Creek Joint Powers Authority (SFCJPA), and Stanford University (the “Parties”) can more effectively reduce the likelihood of, prepare for, and respond to disasters by together in collaboration; and

WHEREAS, consistent with the CalOES and the Federal Emergency Management Agency (FEMA) guidance on establishing a MAC Group to address multi-agency emergencies and planning needs when presented with the planning, response and recovery conditions posed by San Francisquito Creek; and

WHEREAS, the Parties have determined that it would be in their best interests to develop a Multi-Agency Coordination Group, an Operational Plan, and San Francisquito Creek Multi-Agency Operational Plan and Assistance Agreement; and

WHEREAS, no Party should be in a position of unreasonably depleting its own resources, facilities, or services providing such mutual aid and assistance; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act (“Act”) set forth in Title 2, Division 1, Chapter 7 (Section 8550 et. seq.) of the Government Code and specifically with Article 17 (Section 8630 et seq.) of the Act; and

WHEREAS, all Parties must use protocols established in the CalOES Standardized Emergency Management System and the FEMA National Incident Management System to be eligible for possible state or federal reimbursement of response-related personnel and resource costs.

In consideration of the conditions and covenants contained therein, the

---

(Stakeholder agency)

Agrees to become a Party to the San Francisquito Creek Multi-Agency Operational Plan and Assistance Agreement of the version dated as attached.

Date:

Name and Title: (printed)

Signature:

Upon approved signature, submit this page to the City of Palo Alto's Office of Emergency Services (275 Forest Ave., Palo Alto, CA 94301), which maintains the San Francisquito Creek Multi-Agency Operational Plan and Assistance Agreement.



## Agenda Item 5.d.

Draft Amendment #5 to the  
S.F. Bay-Highway 101 Project  
Design contract with HDR, Inc.

**DRAFT AMENDMENT NO. 5 TO AGREEMENT FOR DESIGN SERVICES FOR  
FLOODWATER CONVEYANCE IMPROVEMENTS ON SAN FRANCISQUITO CREEK  
BETWEEN THE  
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY  
AND  
HDR ENGINEERING, INC.**

This Amendment No. 5 (“Amendment”), effective as of the date it is fully executed by the parties, amends the terms of the Consultant Agreement (“Agreement”) between the SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (“Authority”) and HDR Engineering, INC. [a Nebraska corporation] (“Consultant”), dated November 3, 2009, amended on August 9, 2011, through the execution of Amendment No. 1, and again on October 24, 2013, through the execution of Amendment No. 2, and again on November 27, 2013 through the execution of Amendment No. 3, and again on March 5, 2015 through the execution of Amendment No. 4. Capitalized terms not otherwise defined will have the meaning set forth in the Agreement.

WHEREAS, since the execution of Amendment No. 4 to the Agreement, requests have been made to Authority to provide additional design alternatives and features by State and Federal Regulatory Agencies in order to secure permits for the Project; and

WHEREAS, the requests by State and Federal Regulatory Agencies will require modifications to the Project design by Consultant; and

WHEREAS, work related to the requests by State and Federal Regulatory Agencies was not provided for in the Agreement or previous Amendments to the Agreement; and

WHEREAS, the parties desire to amend the Agreement to modify the Project budget in order to finalize Plans, Specifications and Cost Estimates, and to complete necessary tasks related to securing regulatory permits for the Project; and

WHEREAS, the modification to the Project budget will change the Not to Exceed amounts of certain tasks within Exhibit C, Compensation and will change the total Not to Exceed amount of the Agreement; and

WHEREAS, the parties desire to amend the term of the Agreement, extending it to October 31, 2016.

**NOW, THEREFORE**, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement or Amendments No. 1, No. 2, No. 3, and No. 4, Consultant and Authority hereby agree as follows:

1. Exhibit A, Scope of Services, is amended to include services described in ATTACHMENT 1, Modifications to Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full.
2. Exhibit B, Schedule of Performance, is amended to extend the Agreement to October 31, 2016.
3. Exhibit C, Compensation, is amended to add \$151,694 for the additional services for a total not to exceed cost under the Agreement to be \$1,616,284.
4. Except as specifically amended by this Amendment No. 5, all terms and conditions stated in the original Agreement as amended by Amendments Nos. 1, 2, 3 and 4 shall remain in full force and effect.

**DRAFT AMENDMENT NO. 5 TO AGREEMENT FOR DESIGN SERVICES FOR  
FLOODWATER CONVEYANCE IMPROVEMENTS ON SAN FRANCISQUITO CREEK  
BETWEEN THE  
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY  
AND  
HDR ENGINEERING, INC.**

IN WITNESS WHEREOF, the parties have set forth below their consent to the terms and conditions of this amendment No. 5 through the signatures of their duly authorized representatives.

SAN FRANCISQUITO CREEK  
JOINT POWERS AUTHORITY

HDR Engineering, Inc.,  
[a Nebraska corporation]

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Len Materman  
Executive Director

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Amy Gilleran  
Senior Vice President

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Date

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Date

## Agenda Item 5.e.

Draft 2016

Board of Directors meeting schedule



SAN FRANCISQUITO CREEK  
JOINT POWERS AUTHORITY  
[SFCJPA.ORG](http://SFCJPA.ORG)

## **Draft 2016 Schedule**

### **Regular Board of Directors Meetings**

**All meetings are on Thursday, beginning at 4:00 p.m.**

#### **January 28**

City of Menlo Park Council Chambers  
701 Laurel Street  
Menlo Park

#### **February 25**

City of East Palo Alto Council Chambers  
2415 University Avenue  
East Palo Alto

#### **March 24**

City of Palo Alto Council Chambers  
250 Hamilton Avenue  
Palo Alto

#### **April 28**

City of Menlo Park Council Chambers  
701 Laurel Street  
Menlo Park

#### **May 26**

City of East Palo Alto Council Chambers  
2415 University Avenue  
East Palo Alto

#### **June 23**

City of Palo Alto Council Chambers  
250 Hamilton Avenue  
Palo Alto

#### **July 28**

City of Menlo Park Council Chambers  
701 Laurel Street  
Menlo Park

#### **August 25**

City of East Palo Alto Council Chambers  
2415 University Avenue  
East Palo Alto

#### **September 22**

City of Palo Alto Council Chambers  
250 Hamilton Avenue  
Palo Alto

#### **October 27**

City of Menlo Park Council Chambers  
701 Laurel Street  
Menlo Park

#### **November 17**

City of East Palo Alto Council Chambers  
2415 University Avenue  
East Palo Alto

#### **December 15**

City of Palo Alto Council Chambers  
250 Hamilton Avenue  
Palo Alto